IMPORTANT NOTICE

Due to potential delays in receiving mail, this solicitation contains the provision at FAR 52.215-5 which authorizes facsimile proposals. Offerors are encouraged to use alternatives to the mail when submitting proposals.

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PART I - THE SCHEDULE SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 SUPPLIES/SERVICES AND COSTS

ITEM NUMBER	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE		ATED COST IXED FEE	
0001	The Contractor shall provide engineering and technical support for Electro Warfare Support Systems in accordance with Section C		\$ \$		\$	ing god warring so
0002	Data in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP		
TOTAL EST	MATED COST PLUS FIXED	FEE	\$	\$	\$	

^{*} Not Separately Priced

NOTICE TO OFFERORS: In addition to inserting the estimated cost and fixed fee for the base year above, the estimated cost and fixed fee for each optional extension of the term of the contract are to be inserted in Section H.

SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 STATEMENT OF WORK

The work and services to be performed hereunder shall be subject to the requirements and standards contained in Attachment (1), Statement of Work, with Exhibit A, Contract Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 8 December 2000 which are hereby incorporated by reference. The full text is available at http://heron.nrl.navy.mil/contracts/home.htm.

SOLICITATION NUMBER: N00173-01-R-DL08

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C-3 SUBCONTRACTING PLAN

Subcontracting Plan dated is hereby incorporated by reference and made a material part of this contract.

(*this provision will be included and completed at time of award, if applicable)

SECTION D PACKAGING AND MARKING

D-1 PACKAGING AND MARKING

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Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

SECTION E INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE

FAR CLAUSE TITLE

52.246-8 - Inspection Of Research And Development - Cost Reimbursement (MAR 2001)

52.246-9 - Inspection Of Research And Development (Short Form) (APR 1984)

DFARS CLAUSE TITLE

252.246-7000 - Material Inspection And Receiving Report (DEC 1991)

E-2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery will be accomplished by the Technical Manager (TM) or Contracting Officer Representative (COR) designated in Section G of this contract. Inspection and acceptance will be performed at the Naval Research Laboratory, Washington DC 20375-5320.

SECTION F DELIVERIES OR PERFORMANCE

F-1 DELIVERIES OR PERFORMANCE CLAUSES INCORPORATED BY REFERENCE:

FAR CLAUSE TITLE

52.242-15 - Stop-Work Order (AUG 1989) - Alternate I (APR 1984)

52.247-34 - F.O.B. Destination (NOV 1991)

F-2 PERIOD AND PLACE OF PERFORMANCE

- (a) The term of this contract is from date of contract through 12 months thereafter, with four (4) options that will extend the period of performance for an additional 12 months each, if exercised.
- (b) The principal place of performance of this contract shall be at the Naval Research Laboratory.

SECTION G CONTRACT ADMINISTRATION DATA

G-1 PROCURING OFFICE REPRESENTATIVE

In order to expedite administration of the contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Matters-*

Security Matters-*

Safety Matters-*

Patent Matters- *

Release of Data- *

The ACO will forward invention disclosures and reports directly to the Associate Counsel for Patents, Code 1008.2, Naval Research Laboratory, Washington DC 20375-5320. The Associate Counsel for Patents will return the reports along with a recommendation to the Administrative Contracting Officer. The Associate Counsel for Patents will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

(* To be completed at time of award)

G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS

* is hereby designated the cognizant COR who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR is responsible for reviewing the bills and charges submitted by the Contractor and informing the ACO of areas where exceptions are to be taken.

(* To be completed at time of award)

G-3 TECHNICAL DIRECTION MEMORANDUM (TDM)

- (a) For the purposes of this clause, technical direction includes the following:
 - (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise describes work which will accomplish the objectives described in the statement of work;
 - (2) Guidelines to the Contractor which assist in interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the scope of work stated in the contract. Technical instructions may not be used to:
 - (1) Assign additional work under the contract:
 - (2) Direct a change as defined in the contract clause entitled "Changes";
 - (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
 - (4) Change any of the terms, conditions or specifications of the contract
- (c) The TDM shall be written by the Contracting Officer's Representative (COR), with the original given to the Contractor and a copy retained in the CORs file. Technical direction may be issued orally only in emergency situations. If technical direction is issued orally, a TDM must follow within two (2) working days from the date of the oral direction. Amendments, corrections, or changes to TDMs shall also be in written format and shall include all the information set forth in paragraph (e) below.
- (d) A TDM shall be considered issued when the Government deposits it in the mail, or if transmitted by other means, when it is physically delivered to the contractor.
- (e) TDMs shall include, but not be limited to, the following information:
 - (1) Date of TDM,
 - (2) Contract Number,
 - (3) Reference to the relevant portion or item in the Statement of Work,
 - (4) The specific technical direction or clarification, and
 - (5) The signature of the COR.
- (f) CORs shall retain all files containing TDMs for a period of two (2) years after the final contract completion date.
- (g) The only individual authorized in any way to amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after its

G-4 SUBCONTRACTORS/CONSULTANTS

(a) Advance notification or requests for consent pursuant to the contract clause entitled "Subcontracts" (FAR 52.244-2) shall be directed to the cognizant administrative contracting officer (ACO).

SOLICITATION NUMBER: N00173-01-R-DL08
PAGE 6

(b) The following subcontractors/consultants have been identified in the Contractor's proposal as necessary for performance of this contract:

Subcontractor/Consultant Name

Estimated Cost

(Paragraph (b) will be included and filled in at time of award if subcontractor/consultants are proposed by the successful offeror)

G-5 NAPS 5252.232-9001 - SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE (JUL 1992)

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the contract auditor at the following address:

(To be completed at time of award)

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [See Section G for designated COR]. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery orders. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.
- (d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:
 - (1) Contract line item number (CLIN)
 - (2) Subline item number (SLIN)

is not required.

- (3) Accounting Classification Reference Number(ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

	(b) Vesser (e.g., ship, submanifie of other craft) of system for which supply/serv
(e)	A DD Form 250, "Material Inspection and Receiving Report",
	is required with each invoice submittal.
	is required only with the final invoice.
	is not required.
(f)	A Certificate of Performance
	shall be provided with each invoice submittal

- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Cost of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLIN/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

G-6 INCREMENTAL FUNDING

Pursuant to the Limitation of Funds clause (FAR 52.232-22), the total amount allotted to this contract is \$* and it is estimated that this amount is sufficient for contract performance through *.

(*this provision will be included and completed at time of award, if applicable)

G-7 INFORMATIONAL SUBLINE ITEMS

It is anticipated that the research and development services performed under this contract will be a paid for from multiple sources of funds. Informational subline items will be established as necessary to identify each accounting citation classification.

G-8 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST-REIMBURSEMENT)

The purpose of these instructions is to permit the paying office to charge the accounting classification citations in the contract in a manner that reflects the performance of the contract. These instructions do not create any obligation on the part of the Government or the contractor nor do they in any way alter any obligation created by any other provision of the contract. Invoices should be paid from available ACRNs in the following order:

- (a) ACRNs cited on the contractor's invoice.
- (b) On a proportional basis from any ACRNs assigned to funds which will cancel at the end of the current fiscal year.
- (c) The ACRN assigned to the following line of accounting: 97X4930.NH4A 000 77777 0 000173 2F 000000 N00173Z45000.
- (d) If funds appropriated in more than one fiscal year are allotted to the contract, the ACRN assigned to the oldest allotment of funds.
- (e) On a proportional basis from all ACRNs assigned to allotments of funds appropriated in a single fiscal year.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

This is a *

(*To be completed at time of award)

H-2 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)

- (a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.
- (b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least fifteen (15) days in advance (thirty (30) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.
- (c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.
- (d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

Labor Category
Senior Electronic Engineer
Senior Aerospace Engineer
Senior Electronic Engineering Specialist

<u>Name</u>

(*To be completed at time of award)

H-3 ONR 5252.216-9706 - LEVEL OF EFFORT (DEC 88)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for performance of this contract shall be 28,720 total hours of direct labor, and 28,720 total hours of direct labor for each option year, if exercised, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in paragraph (k) below.
- (b) The level of effort for this contract shall be expended at an average rate of **2,393** hours per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.
- (c) The Contractor is required to notify the Contracting Officer when any of the following situations occur, or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less

than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.

- (d) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed fee for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- (e) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.
- (f) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the term of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

Fee Reduction = Fixed Fee X (Required LOE Hours - Expended LOE Hours)

Required LOE Hours

- or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph (a) shall have been expended, at no increase in the fixed fee of this contract.
- (g) In the event the government fails to fully fund the contract in a timely manner, the term of the contract may be extended accordingly with no change to cost or fee. If the government fails to fully fund the contract, the fee will be adjusted in direct proportion to that effort which was performed.
- (h) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up to five percent in excess of the total hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed fee is required, and no adjustment in the fixed fee shall be made provided that the Contractor has delivered at least 95% of the level of effort required in paragraph (a) above.
- (i) It is understood that the mix of labor categories provided by the Contractor under the contract, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort which was estimated by the government or proposed by the Contractor.
- (j) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds," either of which clauses as incorporated herein applies to this contract.
- (k) The anticipated breakdown by labor category of the total level of effort is as follows:

Labor Category	Hours (Per Year for the Base and
	Each of the Option Years, if
	exercised)
Senior Electronic Engineer	1720
Electronic Engineer	3440
Senior Aerospace Engineer	1720
Aerospace Engineer	3440
Mechanical Engineer	3440
Computer/Network Specialist	1720
Computer Scientist/Engineer	1720
Senior Electronic Engineering Technician	3840
Electronic Engineering Technician	3840
Mechanical Engineering technician	1920
Engineering Aide	1920
Total	28,720

H-4 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

In accordance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), all EIT supplies and services provided under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR part 1194 (see FAR Subpart 39.2). Electronic and information technology (EIT) is defined at FAR 2.101.

H-5 ONR 5252.235-9714 - REPORT PREPARATION (FEB 97)

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-1995, "Scientific and Technical Reports: Elements, Organization, and Design. "[NOTE: ANSI Z39.18 may be obtained from NISO Press Fulfillment Center, P. O. Box 338, Oxon Hill, MD. 20750-0338.Telephone 1-800-282-6476]

H-6 OPTION TO EXTEND THE TERM OF THE CONTRACT

This contract shall be renewable at the unilateral option of the Government by the Contracting Officer giving written notice of renewal to the Contractor within the existing term of the contract. The Government may exercise its option to renew the contract a total of (4) four times and each such renewal shall extend the term of the contract by twelve (12) months. The Contractor agrees that performance under each such renewal shall be accomplished in accordance with all of the terms and conditions of this contract and at the estimated cost and fixed fee set forth below:

First Option Estimated Cost: \$ Fixed Fee: Estimated Cost Plus Fixed Fee: \$ **Second Option Estimated Cost:** \$ Fixed Fee: Estimated Cost Plus Fixed Fee: \$ **Third Option Estimated Cost:** \$ Fixed Fee: **Estimated Cost Plus Fixed Fee: Fourth Option Estimated Cost:** \$ Fixed Fee:

H-7 ON-SITE USE OF GOVERNMENT PROPERTY

Estimated Cost Plus Fixed Fee:

Government facilities and equipment specified or approved for use in the performance of any portion of the contract at the U.S. Naval Research Laboratory (NRL) or any of its field sites may be used by the contractor's personnel on a rent free basis. All such property shall be considered to remain in the possession and control of the NRL for property responsibility and accountability purposes.

H-8 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

PART II - CONTRACT CLAUSES SECTION I CONTRACT CLAUSES

I-1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far http://heron.nrl.navy.mil/contracts/home.htm

a. FEDERAL ACQUISITION REGULATION CLAUSES

EAD OLA!!	e E	en e					
FAR CLAUSE		TITLE					
52.202-1 -		Definitions (MAY 2001)					
52.203-3	-	Gratuities (APR 1984)					
52.203-5 -		Covenant Against Contingent Fees (APR 1984)					
52.203-6	-	Restrictions On Subcontractor Sales To The Government (JUL 1995)					
52.203-7 -		Anti-Kickback Procedures (JUL 1995)					
52-203-8 -		Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)					
52.203-10	-	Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)					
52.203-12 -		Limitation On Payments To Influence Certain Federal Transactions (JUN 1997)					
52.204-2 - Security Requirements (AUG 1996)							
52.204-4	-	Printed Or Copied Double-Sided On Recycled Paper (AUG 2000)					
52.209-6 - Protecting The Government's Interest When Subcontracting With Contracto							
		Debarred, Suspended, Or Proposed For Debarment (JUL 1995)					
52.211-15							
52.215-2							
52.215-8							
52.215-11 - Price Reduction For Defective Cost Or Pricing Data - Modifications (OCT 1997							
V		Subcontractor Cost Or Pricing Data Modifications (OCT 1997)					
		Integrity Of Unit Prices (OCT 1997)					
52.215-15	_	Pension Adjustments And Asset Reversions (DEC 1998)					
52.215-17	-	Waiver Of Facilities Capital Cost Of Money (OCT 1997)					
		(will be included if the successful offeror does not propose facilities capital cost of money)					
52.215-18	-	Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (OCT 1997)					
52.215-19	_	Notification Of Ownership Changes (OCT 1997)					
52.215 - 21	_	Requirements For Cost And Pricing Data Or Information Other Than Cost Or					
		Pricing Data - Modifications (OCT 1997) - Alternate IV (OCT 1997)					
52.216-7	-	Allowable Cost And Payment (MAR 2000) (If the contract is with an educational institution, modify the clause by deleting from paragraph (a) "Subpart 31.2" and					

substitute "Subpart 31.3". If the contract is with a state or local government, delete from paragraph (a) "Subpart 31.2" and substitute "Subpart 31.6". If the contract is

		with a nonprofit other than an educational institution, a state or local government, or
		a nonprofit organization exempted under OMB Circular A-122, modify the clause by
		deleting from paragraph (a) "Subpart 31.2" and substituting "Subpart 31.7".)
52.216-8	-	Fixed-Fee (MAR 1997)
52.219-4	-	Notice Of Price Evaluation Preference For HUBZone Small Business Concerns
		(JAN 1999) Offeror elects to waive the evaluation preference.
52.219-8	-	Utilization Of Small Business Concerns (OCT 2000)
52.219-9	-	Small Business Subcontracting Plan (OCT 2000) - Alternate II (JAN 1999)
52.219-16	-	Liquidated Damages-Subcontracting Plan (JAN 1999)
52.219-25	-	Small Disadvantaged Business Participation Program-Disadvantaged Status And
		Reporting (OCT 1999)
52.222-2	-	Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized
		Under This Contract If The Overtime Premium Does Not Exceed "0"
52.222-3		Convict Labor (AUG 1996)
52.222-21	-	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	-	Equal Opportunity (FEB 1999)
52.222-35	-	Affirmative Action For Disabled Veterans And Veterans Of The Vietnam Era (APR 1998)
52.222-36	-	Affirmative Action For Workers With Disabilities (JUN 1998)
52.222-37	-	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era (JAN 1999)
52.223-3	_	Hazardous Material Identification And Material Safety Data (JAN 1997)
52.223-5	-	Pollution Prevention And Right-To-Know Information (APR 1998)
52.223-6	-	Drug-Free Workplace (MAR 2001)
52.223-10	-	Waste Reduction Program (AUG 2000)
52.223-14	-	Toxic Chemical Release Reporting (OCT 2000)
52.225-13	-	Restrictions On Certain Foreign Purchases (JUL 2000)
52.227-1	-	Authorization And Consent (JUL 1995)- Alternate I (APR 1984)
52.227-2	-	Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
52.227-11	-	Patent Rights - Retention By The Contractor (Short Form) (JUN 1997)
		(will be included if the successful offeror is a small business or a non-profit
		organization)
52.227-12	-	Patent Rights - Retention By The Contractor (Long Form) (JAN 1997)
		(will be included if the successful offeror is not a small business or a non-profit
		organization)
52.228-7	-	Insurance - Liability To Third Persons (MAR 1996)
52.230-2	-	Cost Accounting Standards (APR 1998)
52.230-3	-	Disclosure And Consistency Of Cost Accounting Practices (APR 1998)
52.230-6	-	Administration Of Cost Accounting Standards (NOV 1999)
52.232-9	-	Limitation On Withholding Of Payments (APR 1984)
52.232-17	-	Interest (JUN 1996)
52.232-18	-	Availability Of Funds (APR 1984)

Limitation Of Cost (APR 1984) (Applicable when the contract or task order is fully

52.232-20

funded)

52.232-22	-	Limitation Of Funds (APR 1984) (Applicable when the contract or task order is not
		fully funded)
52.232-23	-	Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
52.232-25	-	Prompt Payment (MAY 2001)
52.232-33	-	Payment By Electronic Funds Transfer-Central Contractor Registration (MAY 1999)
52.233-1	-	Disputes (DEC 1998)
52.233-3	-	Protest After Award (AUG 1996) - Alternate I (JUN 1985)
52.237-2	-	Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
52.242-1	-	Notice Of Intent To Disallow Costs (APR 1984)
52.242-3	-	Penalties For Unallowable Costs (MAY 2001)
52.242-4	-	Certification of Final Indirect Costs (JAN 1997)
52.242-13	-	Bankruptcy (JUL 1995)
52.243-2	-	Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
52.244-2	_	Subcontracts (AUG 1998) - Alternate I (AUG 1998)
52.244-5	-	Competition In Subcontracting (DEC 1996)
52.244-6	_	Subcontracts For Commercial Items And Commercial Components (MAY 2001)
52.245-5	_	Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour
		Contracts) (JAN 1986) (DEVIATION)
52.246-23	_	Limitation Of Liability (FEB 1997)
52.246-25	-	Limitation Of Liability - Services (FEB 1997)
52.247-1	_	Commercial Bill Of Lading Notations (APR 1984)
52.247-63	_	Preference For U. S. Flag Carriers (JAN 1997)
52.249-5	_	Termination For Convenience Of The Government (Educational And Other
		Non-Profit Institutions) (SEP 1996)
52.249-6	_	Termination (Cost-Reimbursement) (SEP 1996)
52.249-14	_	Excusable Delays (APR 1984)
52.251-1	-	Government Supply Sources (APR 1984)
52.252-6	_	Authorized Deviations in Clauses (APR 1984)(fill in Defense Federal Acquisition
		Regulation Supplement (48 CFR Chapter 2))
52.253-1	_	Computer Generated Forms (JAN 1991)
		comparer content of the love to the

b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES

DEARS CLAUSE		5 E	
	252.201-7000	-	Contracting Officer's Representative (DEC 1991)
	252.203-7001	-	Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related
			Felonies (MAR 1999)
	252.203-7002		Display Of DoD Hotline Poster (DEC 1991)
	252.204-7000	-	Disclosure Of Information (DEC 1991)
	252.204-7003	-	Control Of Government Personnel Work Product (APR 1992)
	252.204-7004		Required Central Contractor Registration (MAR 2000)
	252.204-7005	_	Oral Attestation Of Security Responsibilities (AUG 1999)
	252.205-7000	-	Provision Of Information To Cooperative Agreement Holders (DEC 1991)
	252.209-7000	-	Acquisition From Subcontractors Subject To On-Site Inspection Under The
			Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)

252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government

		Of A Terrorist Country (MAR 1998)
252.215-7000		Pricing Adjustments (DEC 1991)
252.219-7003	-	Small Business And Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (APR 1996)
252.219-7004	-	Small, Small Disadvantaged And Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997)
252.223-7004	_	Drug-Free Work Force (SEP 1988)
252.223-7006		Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR
		1993)
252.225-7012	-	Preference For Certain Domestic Commodities (AUG 2000)
252.225-7026	-	Reporting Of Contract Performance Outside The United States (JUN 2000)
252.225-7031	_	Secondary Arab Boycott Of Israel (JUN 1992)
252.225-7043	-	Antiterrorism/Force Protection Policy For Defense Contractors Outside The
		United States (JUN 1998) (fill in : Naval Criminal Investigative Service (NCIS),
		Code 24, telephone, DSN 228-9113 or commercial (202)433-9113)
252.227-7000	-	Non Estoppel (OCT 1966)
252.227-7001	-	Release Of Past Infringement (AUG 1984)
252.227-7013	-	Rights In Technical Data Noncommercial Items (NOV 1995)
252.227-7014	-	Rights In Noncommercial Computer Software And Noncommercial Computer
		Software Documentation (JUN 1995)
252.227-7016	-	Rights In Bid Or Proposal Information (JUN 1995)
252.227-7019	-	Validation Of Asserted RestrictionsComputer Software (JUN 1995)
252.227-7025	-	Limitations On The Use Or Disclosure Of Government-Furnished Information
		Marked With Restrictive Legends (JUN 1995)
252.227-7030	-	Technical DataWithholding Of Payment (MAR 2000)
252.227-7034	-	PatentsSubcontracts (APR 1984)
252.227-7036	-	Declaration Of Technical Data Conformity (JAN 1997)
252.227-7037	-	Validation Of Restrictive Markings On Technical Data (SEP 1999)
252.227-7039	-	PatentsReporting Of Subject Inventions (APR 1990)
252.231-7000	-	Supplemental Cost Principles (DEC 1991)
252.235-7010	-	Acknowledgment Of Support And Disclaimer (MAY 1995)
252.235-7011	-	Final Scientific Or Technical Report (SEP 1999)
252.242-7000	-	Post Award Conference (DEC 1991)
252.242-7004	-	Material Management And Accounting System (DEC 2000)
252.243-7002	-	Requests For Equitable Adjustment (MAR 1998)
252.244-7000	-	Subcontracts For Commercial Items And Commercial Components (DOD
		Contracts) (MAR 2000)
252.245-7001	-	Reports Of Government Property (MAY 1994)
252.246-7001	-	Warranty Of Data (DEC 1991)
252.247-7023	-	Transportation Of Supplies By Sea (MAR 2000)
252.247-7024	-	Notification Of Transportation Of Supplies By Sea (MAR 2000)
		(will be included if the successful offeror made a negative response to the inquiry
		at DFARS 252.247-7022)
252.251-7000	_	Ordering From Government Supply Sources (MAY 1995)
		•

I-2 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (MAY 200)	I-2	FAR 52.223-11 -	OZONE-DEPL	ETING SU	JBSTANCES	(MAY 2001
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- (a) *Definitions.* "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as
 - (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING

Contains (or manufactured with,	if applicable)_*	, a substance(s)
which harm(s) public health and	environment by destroying ozone	e in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

I-3 DFARS 252.225-7008 - SUPPLIES TO BE ACCORDED DUTY- FREE ENTRY (MAR 1998)

free entry for all qualifying products subject to applic Trade Agreements - Bala Free Trade Agreement Ir foreign end products that	g country supplies (end p cable trade agreements (ince of Payments Progra inplementation Act - Balai are neither qualifying co	roducts and compone if this contract contain m clause or the Buy A nce of Payments Pro- untry end products no	contract, in addition to duty- ents) and all eligible end ns the Buy American Act - American Act - North American gram clause), the following or eligible end products under s, are accorded duty free

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS SECTION J LIST OF ATTACHMENTS

- **J-1** Attachment (1) Statement Of Work 5 Pages, With Exhibit A DD Form 1423, Contract Data Requirements List, 2 Pages.
- **J-2** Attachment (2) DD Form 254, Contract Security Classification Specification, Ser 042-01, Dated 7 September 2001, 2 Pages.
- J-3 Attachment (3) Personnel Qualifications, 2 Pages.
- J-4 Attachment () Accounting and Appropriation Data- 1 page. *

(* To be included at time of award)

PART IV - REPRESENTATIONS AND INSTRUCTIONS SECTION - K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K-1 Representations, Certifications, and Other Statements of Offerors or Respondents

Each Offeror must submit a completed Representations, Certifications, and Other Statements Of Offerors or Respondents with its proposal which is available electronically in full text at http://heron.nrl.navy.mil/contracts/reps&certs.htm

K-2 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2001)

The fill in information is as follows:

The NAICS code for this acquisition is <u>541710</u>
The small business size standard is. 500 employees.

SECTION L INSTRUCTIONS CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of

those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far http://heron.nrl.navy.mil/contracts/home.htm

FAR CLAUSE		TITLE
52.204-6	-	Data Universal Numbering System (DUNS) Number (JUNE 1999)
52.215-1	-	Instructions To Offerors- Competitive Acquisition (MAY 2001) Alternate I (MAY 2001)
52.215-5	-	Facsimile Proposals (Oct 1997). Paragraph (c) is completed as follows: (202) 767-0430 or (202) 767-0494. Your proposal must include a cover page to the attention of Dian Lockamy, Code 3220j, stating the solicitation number. In addition facsimile proposals may be transmitted by e-mail to lockamy@contracts.nrl.navy.mil in either Microsoft Word (97 or earlier) or pdf format. For assistance, call Dian Lockamy at (202) 767-3782
52.215-16	-	Facilities Capital Cost Of Money (OCT 1997)
52.219-24	-	Small Disadvantaged Business Participation Program - Targets (OCT 2000)
52.222-24	-	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
52.252-5	-	Authorized Deviations In Provisions (APR 1984)

L-2 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a \square DX rated order; \boxtimes DO rated order certified for national use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

L-3 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)ALTERNATE IV (OCT 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described: See L-12, Volume II Business Proposal

L-4 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed FeeTerm contract resulting from this solicitation.

L-5 FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Control Desk, Code 3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.
 - (a) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-6 DFARS 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
 - (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
 - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software		Asserted	Name of Person
to be Furnished With Restrictions*	Basis for Assertion**	Rights Category***	Asserting Restrictions****
(LIST)*****.	(LIST)	(LIST)	(LIST)

- * For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.
- ** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation,

development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

*** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

***** Enter "none" when all data or software will be submitted without restrictions.

Date		***************************************		··· · · · · · · · · · · · · · · · · ·	
Printed Name a	nd Title				
			** - *	·	
Signature		(End of ide			

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

L-7 DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify - -

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

L-8 GOVERNMENT-FURNISHED PROPERTY

No material, labor, or facilities will be furnished by the Government unless provided for in the solicitation.

L-9 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 9 of the Standard Form 33, "Solicitation, Offer and Award," no less than fifteen (15) days before closing. The Government will not consider questions received after this date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

L-10 INSTRUCTIONS FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS

- (1) Information for the technical/management proposal shall be placed in Volume I and be completely separate from the business proposal (Volume II).
- (2) Proposal Identification/Mailing The proposal should be packaged for delivery so as to permit safe and timely arrival at destination. The proposal package should be sent to the address shown in Block 7 of the RFP face page and marked:

Solicitation No. N00173-00-R-DL08 Closing Date: As specified in Block 9, RFP face page. Attn: Code 3220.dl

(3) Proposal Format and Length - No attempt is made to restrict the proposal format and style. However, the proposal should be written and organized so as to be compatible with the RFP, the Statement of Work, company's organization and accounting structure, and proposed cost estimate. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

L-11 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES.

A. PERSONNEL QUALIFICATIONS

Identify the key and supporting personnel to be assigned to this program and describe their previous research and accomplishments on similar or closely related projects. Indicate availability of key personnel for the contract period.

Document that the personnel proposed have the required security clearances, pertinent experience, educational background, and past accomplishments as set forth in Attachment (3), Personnel Qualifications.

B. TECHNICAL UNDERSTANDING

Demonstrate a complete understanding of the technical requirements of the statement of work and compliance with the solicitation. Demonstrate a sound approach by a feasible and workable program

for each task response. Clearly identify the offeror's intent to satisfy the "deliverables" reporting requirements in the statement of work.

C. MANAGEMENT PLAN

Demonstrate the offeror's capability to oversee and schedule required task demands. Identify the overall soundness of the Offeror's effective management control; simplicity and low cost. Provide schedules used in planning approach for completing tasks. Demonstrate corporate project experience in performing related projects.

L-12 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES

(1) COST PROPOSAL

The offeror shall submit a cost proposal that includes a cost proposal with supporting information for each cost element consistent with offeror's cost accounting system. The supporting breakdown should include such elements as materials, direct labor, indirect cost, and other costs such as travel. The offeror shall provide exhibits as necessary to substantiate each cost element. Should rates be used in the proposal which are not DCAA approved, the offeror shall provide complete documentation and the rationale for their use at time of proposal submission. However, offerors are advised to use actual labor rates of proposed personnel as the basis for estimating labor costs when practicable.

(2) SMALL BUSINESS PARTICIPATION

- (a) In addition to complying with the clause at FAR 52.219-9, Small Business Subcontracting Plan (Jan 1999) with its Alternate II, proposals must include information to permit evaluation of the extent of participation of small businesses and historical black colleges or universities and minority institutions in performance of the contract. Participation to be identified may be in the form of a joint venture, teaming arrangement, or subcontract. Small business concerns that are not required by FAR 52.219-9 to submit a subcontracting plan must indicate the extent to which proposed joint ventures, teaming arrangements, or subcontracts are with historically black colleges or universities and minority institutions. Information provided should include the extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.
- (b) Proposals must also include information to permit evaluation of the extent of participation of small disadvantaged business concerns in performance of the contract. See the provision at FAR 52.219-24, Small Disadvantaged Business Participation Program--Targets (Jan 1999), and the clause at 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Jan 1999). Any targets will be incorporated into and become part of any resulting contract. Information provided should include the extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

L-13 TRAVEL AND MATERIAL ESTIMATES AND OTHER DIRECT COSTS (FOR EVALUATION PURPOSES ONLY)

The travel and material estimates and other direct costs set forth must be included in each offeror's cost proposal for evaluation purposes only. During the term of this contract, the contractor will be reimbursed actual and allowable travel, material, and other direct expenses.

The Government estimates the travel costs for this effort to be \$75,000.00 for the basic award and \$75,000.00 per each option period, if exercised.

The Government estimates the material costs for this effort to be \$650,000.00 for the basic award and \$650,000.00 per each option period, if exercised.

These estimates are direct costs, and the offeror should add any applicable indirect costs.

SECTION M EVALUATION FACTORS FOR AWARD

M-1 EVALUATION

Award will be made to that offeror whose proposal is determined to be the best value to the Government, proposed cost and other factors considered. The Government reserves the right to make award to other than the low offeror. Although technical considerations are more important than the cost factor, the closer the technical scores of the various proposals are to one another, the more important the business considerations become.

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The "Technical/Management" factor is more important than the "Cost to the Government" factor, and the "Cost to the Government" factor is more important than the "Small Business Participation" factor. The "Technical/Management" subfactors are listed in descending order of importance. The "Small Business Participation" subfactors are of equal importance.

M-2-1. TECHNICAL/MANAGEMENT

(1) PERSONNEL QUALIFICATIONS

The proposed personnel will be evaluated on the experience and qualifications of the proposed personnel relevant to the proposed task.; and the previous experience of the key personnel including the degree to which they meet the requirements set forth in the Personnel Qualifications.

(2) TECHNICAL UNDERSTANDING

Evaluation will be based on the degree to which the offeror demonstrates a complete understanding of the task requirements of the statement of work, and the offeror's intent to satisfy the deliverables required in the statement of work. The offeror's ability to demonstrate a soundness of approach by a feasible and workable program for each task.

(3) MANAGEMENT PLAN

Management Plan will be evaluated on offeror's capability to oversee and schedule required task demands. The overall soundness of effective management control, simplicity and low cost. Identification of corporate project experience in performing related projects

M-2-2 COST TO THE GOVERNMENT

Proposed estimated cost to the Government. The Government may adjust the proposed cost for purposes of evaluation based upon an evaluation of cost realism. Cost Realism means that the costs in an offeror's proposal are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the offeror's technical proposal. The cost realism evaluation includes an analysis of the adequacy of the hours, labor mix, and other direct costs to perform the work as proposed in the technical proposal as well as the proposed labor and indirect rates. It also includes evaluation of the likelihood that the risks inherent in the offeror's technical approach will result in higher actual costs than anticipated.

M-2-3 SMALL BUSINESS PARTICIPATION

- (a) The extent of participation of small businesses and historically black colleges or universities and minority institutions in performance of the contract will be evaluated on the basis of the proposed extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.
- (b) The extent of participation of small disadvantaged business concerns in performance of the contract will be evaluated on the basis of the proposed extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

M-3 FAR 52.217-5 - EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

STATEMENT OF WORK

ENGINEERING AND TECHNICAL SUPPORT FOR

RESEARCH DESIGN AND DEVELOPMENT OF ECM DECOYS AND UNMANNED AERIAL VEHICLES FOR MILITARY APPLICATIONS

1.0 INTRODUCTION

The Naval Research Laboratory (NRL) is deeply involved in advancing the fields of Electronic Warfare (EW), and Littoral Warfare. This Statement of Work (SOW) establishes and describes the contractor requirements and performance in support of the Off-Board Countermeasures (OCM) Branch, Tactical Electronic Warfare Division (TEWD), with emphasis on research, development, test, and analysis.

Modern air and surface defense systems are a sophisticated threat to the security of U.S. forces. EW encompasses the continuing requirement to pursue mission objectives in a hostile environment of current and projected threats. EW supports these and other functional warfare tasks by degrading the enemy's capability to acquire and engage friendly forces. Effective EW systems are required to insure the survival of U.S. forces and the successful completion of these mission objectives.

The OCM Branch has been tasked by ONR, NAVAIR, NAVSEA, and other DOD sponsors to be the Technical Program Manager for numerous developmental and management efforts related to development, installation, maintenance and operation of advanced EW systems and support structures, such as unmanned air vehicles. Responsibility includes the development of program plans and milestones, and the selection of feasible candidate concepts and designs to be analyzed, evaluated, developed, fabricated, integrated, and tested.

2.0 SCOPE

The contractor shall provide specialized engineering expertise and technical support, travel, and material to perform the tasks of this SOW. Task support shall cover the areas of fluid dynamics, stability and control, fabrication technology, digital avionics, systems design, structural analysis, mechanical hardware design and advanced software development, and wind tunnel & flight test support. This tasking will initially encompass development of the DRAGON WARRIOR, the Flight Inserted Detection Expendable for Reconnaissance (FINDER) development effort; Marine Corp Warfighting Lab Demonstration efforts.

3.0 TASKS

The contractor shall provide definition, design and evaluation of expendable unmanned air vehicles as follows:

- a. Provide design definition for optimized expendable air vehicles to include: aerodynamics, structural, flight control, packaging and launch system design;
- b. Provide engineering evaluations and recommendations for selection of designs, testing and technologies in the low Reynolds number flight regime;
- c. Provide support in wind tunnel, bench, and flight testing of unmanned air vehicle components and systems;
- d. Provide advanced design concepts of flight test vehicles for flight test articles, wind tunnel testing, and digital flight simulation.

3.1 Specific Tasking

3.1.1 Electronic Design, Fabrication and Evaluation.

The Contractor shall provide engineering design, analysis, and evaluation in the electronic development and testing of advanced EW systems and delivery vehicles. This shall include support for existing systems, as well as advanced concepts.

The Contractor shall design, develop, fabricate, and assemble electronic brass board hardware and conduct prototype tests to demonstrate and evaluate improved electronic performance for possible incorporation into both present and future advanced EW systems and delivery vehicles.

The Contractor shall attend design requirement reviews and critical hardware demonstrations at NRL, other DOD and Contractor facilities. The Contractor shall provide independent evaluations of the information obtained at the design, requirement reviews and critical hardware demonstrations.

The Contractor shall analyze and evaluate advanced EW test data to produce an effectiveness recommendation of the resulting electronic characteristics.

The Contractor shall analyze, develop and evaluate improved electronic designs and techniques relating to development of more effective EW systems.

The Contractor shall develop and implement computer simulations and models to evaluate the effectiveness and performance of the advanced EW Systems. The Contractor shall perform simulations and deliver the results, along with conclusions and recommendations.

The Contractor shall analyze, evaluate design approaches, and recommend alternative designs and potential hardware sources to implement these designs.

3.1.2 Aerodynamic Design, Fabrication and Evaluation.

The Contractor shall perform engineering design, analysis, test and evaluation support in the aerodynamic development and testing of expendable decoy and other unmanned aerial vehicles

to be used for Off Board Countermeasures delivery systems and airborne reconnaissance missions.

The Contractor shall provide design definition for optimized expendable decoy and other unmanned aerial vehicles to include aerodynamics, structural, flight control, avionics, packaging, recovery and launch systems to maximize efficiency in the low Reynolds number flight regime.

The Contractor shall evaluate and provide recommendations for the enhancement of advanced design concepts and fabrication technologies for digital flight simulation, wind tunnel testing, and primarily low Reynolds number flight vehicles.

The Contractor shall provide fabrication technology for state-of the-art composite structures.

The Contractor shall design, develop, fabricate, and assemble prototype aerodynamic flight test vehicle(s) and support hardware and conduct flight testing of prototype hardware to evaluate improved flight performance and aerodynamic characteristics for possible incorporation into future systems.

The Contractor shall analyze and evaluate test data in support of vehicle/systems testing.

The Contractor shall analyze and evaluate improved aerodynamic designs and deployment techniques relating to development of safe flight-worthy Off Board Countermeasure (OCM) EW systems.

The Contractor shall develop and implement aerodynamic computer simulations and models to evaluate Advanced EW vehicle performance. The Contractor shall perform simulations and deliver the results, along with conclusions and recommendations.

The Contractor shall analyze and evaluate design approaches, recommend alternative design and potential hardware sources.

3.1.3 Mechanical Design, Fabrication and Evaluation.

The Contractor shall perform engineering design, analysis, and evaluation support in the mechanical development and testing of the advanced EW systems. The Contractor shall attend development design reviews and critical hardware demonstrations. The Contractor shall provide independent evaluations of the information obtained at the design reviews and hardware demonstrations.

The Contractor shall design, develop, fabricate, and assemble required mechanical test support hardware and conduct prototype tests to evaluate improved mechanical, stress and thermal performance for possible incorporation into future EW systems.

The Contractor shall analyze and evaluate test data to produce an independent evaluation of the resulting mechanical characteristics. The Contractor shall assess and report the operational realism of the tests.

The Contractor shall analyze and evaluate improved thermal and structural designs and techniques relating to development of longer lasting OCM EW systems.

The Contractor shall develop and implement thermal and structural computer simulations and models to evaluate advanced EW performance. The Contractor shall perform simulations and deliver the results, along with conclusions and recommendations.

The Contractor shall analyze and evaluate design approaches, recommend alternative designs and potential hardware sources.

3.1.4 Engineering and Technical Support.

The Contractor shall evaluate and report on EW hardware, software, and systems costs and recommended actions on manufacturing and production problems. The Contractor shall review the programmatic impact of production engineering changes, waivers and deviations on procurement. The Contractor shall provide technical evaluations(s) to address EW intelligence production capabilities, as well as production operations, processes, EW system integration and concept of operations.

The Contractor shall provide program analysis and planning to assess Navy requirements in the area of both EW and IW, including support for other sponsors pertaining to the development, planning, production and fielding of EW capabilities relating to both hardware and software.

The Contractor shall review technical and programmatic EW documentation for operational feasibility, effectiveness, and interoperability. The Contractor shall provide draft policy, instructions, and technical support papers in support of sponsor and programmatic requirements.

3.1.5 Systems Integration Support.

The Contractor shall perform engineering and technical support for the installation and integration of the advanced EW systems and subsystems into Navy ships and aircraft.

The Contractor shall attend technical and design reviews at other airframe and hardware contractor facilities. The Contractor shall review these development and integration demonstrations, and produce an independent evaluation of the proposed design and installation.

The Contractor shall develop and provide recommendations and improvement options for design modifications, field tests, data requirements, logistics, costs and schedules associated with integration into Navy ships(s) and aircraft types.

The Contractor shall analyze and evaluate improved EW integration designs and requirements relating to development of more adaptable OCM EW systems.

3.1.6 Systems/Subsystems Test Support.

The Contractor shall perform developmental and technical field test support for developmental, proof-of-concept, and operational low Reynolds number flight vehicle systems. The Contractor shall perform reviews in determining the systems, personnel, logistics, specialized test equipment and facilities required to support field tests. The Contractor shall provide test planning, preparation, setup, and recovery of test devices. The Contractor shall provide support to in the assemble and operate of specialized test equipment, data recording equipment, and in the processing and evaluation of data collected from numerous developmental tests including, but not limited to, wind tunnel, static, drone, and aircraft launches of decoy systems.

The Contractor shall develop and deliver engineering design, specification, and prototyping of specialized test support equipment. The Contractor shall determine test center and contractor requirements, and incorporate these requirements into the system management and milestone plans. The Contractor shall provide modification recommendations and engineering design and specification for installation of advanced EW test hardware into Navy ships and aircraft. The Contractor shall provide specialized test, analysis equipment and/or components.

The Contractor shall recommend facilities that may be used to analyze and evaluate improved concepts, designs and requirements relating to development of effective OCM systems.

3.1.7 Test Hardware.

The Contractor shall provide electronic, aerodynamic and mechanical systems, components and models required to meet test schedules. This hardware may consist of specialized test equipment or components required to meet the analysis or flight test tasks described above. Examples of specialized hardware that may be required include, but shall not be limited to, unmanned aircraft fabrication materials, avionics components, special purpose microprocessors, system components, and software drivers for these devices, video or analog recording devices, special tools, fittings or jigs used for assembly or disassemble of decoys, pods etc.

3.1.8 Test Software.

The Contractor shall provide software used for the collection, analysis, and display of EW systems and unmanned air vehicle performance data required to meet programmatic and test schedules. In some cases, this software may require the development or purchase of specialized hardware associated with the collection, analysis and display of this data. Examples of specialized software that may be required include, databases, multimedia, and compilers. The Contractor shall provide software design documentation to the NRL for all efforts/tasks performed under this contract.

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and meintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Hasdquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Artington, VA 22202-4302. Respondents should be eware that netwithstending any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

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	reconstruction changes: to common the discounce	OF THE CHESTICATION SERVICE	gried to any information or material furnished or generated under this contract; Identified below. Pending final decision, the information involved shall be
	INFINITE STOLD FOR THE STOLD S	MCEDON ABBIONACI OF MCCOM	nmanded. (Fill in as annionalete for the blacelited affect. Assects as forced and a
	seperate correspondence, any documents/guides/e	xtracts referenced herein.	Add additional pages as needed to provide complete guidance.)
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Acc	Ass to alongified information is not assui-	-4 fo- 4b	
nrio	to award of contract, the successful con-	rator me purpose or s	submitting a bid/proposal for this statement of work. However, ed to have a SECRET facility clearance, SECRET storage
capa	abilities, and personnel available with Do	D oranted personnel a	security clearances commensurate with level of access required
for p	performance of contract.	Stange bersomer s	security clearances commensurate with level of access required
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14.	ADDITIONAL SECURITY REQUIREMENTS.	Requirements, in addition to	to ISM requirements, are established for this contract.
'n	equirements. Provide a copy of the requirements to	one contract document itse of the cognizant security of	eff, or provide an appropriate statement which identifies the additional ffice. Use Item 13 if additional space is peeded.)
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15	WEDECTIONS Floreste of this section		
10.	INSPECTIONS. Elements of this contract are out (If Yes, explain and identify specific areas or elements)	side the inspection respons	sibility of the cognizant security office. Ivity responsible for inspections. Use Item 13 if additional space is needed.
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16. C	ERTIFICATION AND SIGNATURE. Security	requirements stated he	rein are complete and adequate for safeguarding the classified
ir	nformation to be released or generated under	this classified effort.	All questions shall be referred to the official named below.
	YPED NAME OF CERTIFYING OFFICIAL	b. TITLE	NO G ITELEPHONE (Include Area Code)
INA	SMALLWOOD	CONTRACTING O	OFFICER, SECURITY 10 78 1 NO 3202)767-2240/2521
			12 A OF WO 2- 45 H - 101 - 101
d. A	DDRESS (Include Zip Code)		17. REQUIRED DISTRIBUTION
	AL RESEARCH LABORATORY		SOOI SED 10 V 10: HONDARTHOE
	OVERLOOK AVE., SW		b. SUBCONTRACTOR
VAS	HINGTON, DC 20375-5320		c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
e. S	GNATURE .	/	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
1	CK Smallwood		ADMINISTRATIVE CONTRACTING OFFICER
_			# 1. OTHERS AS NECESSARY 1221.1, 5712.20, 5702
JU.	COM SEA (DACK) DEC 1000		

PERSONNEL QUALIFICATIONS

The contractor shall be capable of providing personnel as needed by the COR according to Sponsor and Program level of effort requirements in the following labor categories, with experience as indicated.

Senior Electronic Engineer: Must have a Bachelors degree in Electronic Engineering with a minimum of fifteen (15) years experience, and extensive management background in Electronic Warfare (EW) systems development programs. Experience with computer simulations and offload Countermeasures systems desired. SECRET clearance required.*

Electronic Engineer: Must have a Bachelors degree in Electronic Engineering with a minimum of five (5) years experience with digital, high voltage circuits and equipment. Experience with computer simulations, EW and/or radar systems desired. SECRET clearance required.*

<u>Senior Aerospace Engineer:</u> Must have a Bachelors degree in Aeronautical Engineering with a minimum of fifteen (15) years experience with aircraft and/or drone systems development, integration and testing. A minimum of seven (7) years experience of management background in small aerodynamic vehicle development programs. Experience with Offboard Countermeasures systems desired. SECRET clearance required *

Aerospace Engineer: Must have a Bachelors degree in Aeronautical Engineering with a minimum of five (5) years experience in design, development and testing of aircraft and/or drone systems. Experience with small supersonic aerodynamic vehicles desired. SECRET clearance required.*

Mechanical Engineer: Must have a Bachelors degree in Mechanical Engineering with a minimum of five (5) years experience in design, development and testing of electromechanical devices for use on ship, aircraft and/or drone systems. SECRET clearance required.*

Computer/Network Specialist: Must have a bachelor's degree in computer science, engineering, math, or physics with a minimum of two (2) years experience in computer operations and computer networks. Must be able to provide computer hardware maintenance, software maintenance, and software design. CNE certification highly desirable. Should be thoroughly familiar with operations on LANs/WANs using IBM PC, SUN Workstation, and/or Silicon Graphics Workstation hardware. Should possess experience in software development using UNIX and C. SECRET clearance required. *

Computer Scientist/Engineer: Must have a Bachelors degree In Computer Science, Computer Engineering, or Electrical Engineering. Minimum of two (2) years experience in software development in VME, C, and UNIX environments. Shall be able to identify, isolate, and solve system level software problems. Shall have the ability to design, implement, and maintain large rational databases, and shall be proficient in the use of Data Base Management Systems. Computer graphics based man-machine interface development experience is highly desirable. SECRET clearance required.*

Senior Electronic Engineering Specialist: Must have ten (10) years minimum in electronic systems design, digital systems design, high and low voltage power systems design and/or operation. SECRET clearance required *

Electronic Technician: Must have five (5) years minimum Experience in electronics, with experience in systems design, digital systems design, High and Low voltage power supplies. SECRET clearance required.*

<u>Mechanical Engineering Technician:</u> Must have a minimum of five- (5) year's experience with maintenance, operation and modification of electronic and mechanical systems. SECRET clearance required.*

<u>Engineering Aide:</u> Must be capable of maintenance, operation, and fabrication of mechanical systems intended for research and development of unmanned systems. SECRET clearance required.*

*NOTE 1: Due to the sensitive nature of these developmental programs, all personnel proposed for this contract effort must be U.S. citizens with at least the security clearances listed. As hardware development and testing of these systems takes place at a wide range of Government and contractor facilities, personnel proposed must be willing to travel at least one (1) week per month in support of these activities.